

REMARKS/ARGUMENTS

This Amendment is in response to the Office Action mailed August 15, 2008. Claims 1-27 were pending in this application. This Amendment amends claims 1, 6, 13, 15-16, and 21. There are no new claims and no claims have been canceled by this amendment. Claims 1-27 are currently pending. Reconsideration of the rejected claims is respectfully requested.

I. Rejection under 35 USC § 103, Randell in view of Rahn

Claims 1-3, 5, 12-14, 16-18, 20 and 27 were rejected under 35 U.S.C. §103(a) as being unpatentable over Randell et al. (US Publication 2004/00064375 A1) (hereinafter "Randell") in view of Rahn et al. (US Publication 2004/0054685 A1) (hereinafter "Rahn"). Claim 1 is allowable as Randell and Rahn either alone or in combination, do not teach or suggest each and every element of claim 1. For example, claim 1 recites in part, a computer implemented method for matching a remittance to a transaction, comprising:

accessing remittance lines, transaction information, and a matching rule that assigns a weight to a plurality of parameters considered in said matching;

for each parameter of the plurality of parameters, determining a score for a match between the remittance and the transaction for the parameter, wherein the score corresponds to a probability of an accurate match between the remittance and the transaction for the parameter;
determining, using the matching rule, a weight assigned to each of the parameters of the plurality of parameters;

computing a weighted matching corresponding to a probability of an accurate match between said remittance and said transaction, wherein the weighted matching score is computed based upon, for each parameter of the plurality of parameters, the assigned weight and the score for the parameter; and
generating a match recommendation based on said weighted matching score. (emphasis added).

As recited above, claim 1 specifically recites, "determining a score for a match between the remittance and the transaction for the parameter, wherein the score corresponds to a probability of an accurate match between the remittance and the transaction for the parameter" and "determining, using the matching rule, a weight assigned to each of the parameters of the plurality of parameters." Applicants submit that at least these features recited in claim 1 are not disclosed or suggested by Randell.

The Examiner asserts that Randell teaches matching remittances to transactions based on a weighted matching score. (Office action, p. 2). It appears the Examiner asserts

Randell discloses that both a score is determined for a parameter and that a weight is assigned to a parameter. (Office action, p. 3). Applicants respectfully disagree.

Randell describes generating account reconciliation data based on remittance details data that is provided from a payment record and entries in an customer account. (Randell, [0007]). Specifically, Randell describes that

In a specific implementation, the payment record is associated to a corresponding request for payment in the customer account at least in part on the basis of a level of match between the remittance detail data and the corresponding request for payment in the customer account. The account reconciliation data is generated at least in part on the basis of the remittance detail data and the corresponding request for payment. (Randell, [0014]).

The level of match between a payment record and a payment request may be indicative of a complete match. Rules may be used to determine when a level of match is an exact match. For example, a rule may indicate that when the remittance detail data elements are an exact match to the payment request parameters, the level of match is a complete match. Another rule may indicate that when certain remittance detail data elements are an exact match to certain ones of the payment request parameters, the level of match is a complete match. Another rule may indicate that when an amount paid in a payment record and an amount due in payment request differ by less than a threshold petty amount, but that all other remittance detail data elements are a match, then the match is indicative of a complete match.

The level match between a payment record and a payment request may be indicative of a match with variances. Rules may be used to determine when a level of match is a match with variances. For example, a rule may indicate that when a certain remittance detail data element is not a match to a corresponding payment request parameter and that all other remittance detail data elements are a match, then the level of match is a match with variances. In another example, the rules may indicate that when an amount paid in a payment record and an amount due in payment request differ but that all other remittance detail data elements are a match, then the match is indicative of a match with variances.

The level match between a payment record and a payment request may be indicative of an unreconciled item. Rules may be used to determine when a level of match is indicative of an unreconciled item. For example, a rule may indicate that when a certain remittance detail data element is not a match to a corresponding payment request parameter, then the level of match is an unreconciled item. (Randell, [0073-75]). (emphasis added).

Applicants submit that Randell does not disclose or suggest “for each parameter of the plurality of parameters, determining a score for a match between the remittance and the transaction for the parameter, wherein the score corresponds to a probability of an accurate match between the remittance and the transaction for the parameter.” Randell describes a level of match between the remittance and a customer account and that the level of match indicates either a complete match, match with variances, or an unreconciled item. Before determining the level of match for entire remittance and the entire account, Randell describes that a data element of the remittance is examined in comparison to a data element of the account. When examining the data elements, Randell only looks to whether certain remittance data elements either match or

do not match with the payment record. Randell does not make any mention of considering how close the remittance data element matches with the payment record data element for a certain parameter. Specifically, Randell does not measure the “probability of an accurate match between the remittance and the transaction for the parameter,” as recited in claim 1. It should be mentioned that Randell describes that the amount of difference between the remittance payment amount and the amount due is considered in comparison to a threshold. (Randell, [0073]). However, comparing a value to a threshold does not teach or suggest determining a score which is a measure of the probability of a match for the parameter.

Applicants further submit that Randell does not disclose or suggest “determining, using the matching rule, a weight assigned to each of the parameters of the plurality of parameters.” Randell describes rules that consider whether there is a match between multiple remittance data elements and payment record data elements. Specifically, Randell describes that “when certain remittance detail data elements are an exact match to certain ones of the payment request parameters, the level of match is a complete match.” (Randell, [0073]). Notwithstanding the description in Randell of considering matches between multiple data elements of the remittance and payment record, there is no mention or suggestion of assigning a weight to the particular data elements. Randell does not describe that the significance of certain data elements are more or less to that of other data elements.

Therefore, Randell does not describe “determining a score,” and “determining a weight.” As such, Applicants further submit that Randell does not disclose or suggest “computing a weighted matching score corresponding to a probability of an accurate match between said remittance and said transaction, wherein the weighted matching score is computed based upon, for each parameter of the plurality of parameters, the assigned weight and the score for the parameter,” as recited in claim 1. At most, Randell describes that the level of match indicates one of three possibilities – complete match, match with variances, or unreconciled. There is no indication or suggestion that the level of match describes a weighted matching score corresponding to a probability, as recited in claim 1. Thus, Randell cannot render claim 1 obvious.

Moreover, Rahn does not make up for the deficiencies in Randell with respect to claim 1. The Examiner cites to Rahn for teaching accessing remittance lines. (Office Action, p. 3).

Rahn describes a system that allows a pharmacy drug store chain to manage, track, and reconcile third party payor receivables associated with prescription transactions. (Rahn, Abstract). Specifically, Rahn describes that

A user 38 may select to search for deposits based on a number of variables such as the deposit date, the lockbox number, the remitter identification name, etc. (Rahn, [0092]).

Based on the processor ID, at a block 316, the data compare manager 30 may search the PAR system database 13 for a match between an RA sub-batch RA amount associated with a deposit ID, and a particular deposit amount associated with the deposit ID. If a match is made (based on the processor and deposit ID) at a decision block 317, it is determined if the difference between the RA sub-batch RA amount and the deposit amount is less than a lower threshold at a block 318. If the difference between the RA sub-batch RA amount and the deposit amount is less than a lower threshold then the RA sub-batch is considered matched, and the state of the RA sub-batch is changed from the unmatched state to the matched-to-deposit state. (Rahn, [0158]).

Even assuming that Rahn teaches what is cited and that there is a motivation to combine, these teachings do not make up for the deficiencies in Randell with respect to claim 1. Rahn only describes that a determination is made as to whether a remittance and a transaction are matched or not matched. As previously submitted, the determination as to whether a match is made is not the same as determining a score, a weight, and a weighted matching score, or any match recommendation. As such, Rahn cannot render obvious Applicants' claim 1 either alone, or in any combination with Randell. As claim 1 is allowable, dependent claims 2-12 are also patentable for at least the same rationale.

Applicants submit that independent claims 13 and 16 also recite features that are not taught or suggested by Randell and Rahn and should be allowable for at least the same rationale as discussed with respect to claim 1. Claims 14-15 depend from independent claim 13 and thus derive patentability at least therefrom. Claims 17-27 depend from claim 16 and thus derive patentability at least therefrom. Applicants therefore respectfully request that the rejection with respect to the pending claims be withdrawn.

II. Rejection under 35 USC § 103, Randell in view of Rahn and further in view of Koller

Claims 4 and 19 are rejected under 35 U.S.C. §103(a) as being unpatentable over Randell in view of Rahn and further in view of Koller et al. (US Publication 2002/0103793 A1) (hereinafter "Koller"). Claim 4 depends from independent claim 1 and claim 19 depends from independent claim 16, which are not rendered obvious by Randell and Rahn as discussed above.

Koller does not make up for the deficiencies in Randell and Rahn with respect to these claims. Koller is cited as teaching a weighted Knapsack heuristic. (Office Action, p. 8). Even assuming that Koller teaches what is cited and that there is a motivation to combine, this teaching does not make up for the deficiencies in Randell and Rahn with respect to this claim. As such, Koller does not render obvious Applicants' claims 4 and 19 either alone, or in any combination with Randell and Rahn.

III. Rejection under 35 USC § 103, Randell in view of Rahn further in view of Anglum, Templeton and Harper

Claims 6, 9, 15, 21 and 24 were rejected under 35 U.S.C. §103(a) as being unpatentable over Randell in view of Rahn and further in view of Anglum (US Publication 2003/0065595 A1) (hereinafter "Anglum"), Templeton et al (US Patent 5,679,940) (hereinafter "Templeton") and Harper (US Publication 2003/0212654 A1) (hereinafter "Harper"). Claim 6 and 9 depend from independent claim 1, claim 15 depends from independent claim 13, and claims 21 and 24 depend from claim 16, which are not rendered obvious by Randell and Rahn as discussed above.

Anglum, Templeton, and Harper do not make up for the deficiencies in Randell and Rahn with respect to these claims. Anglum is cited as teaching a weighted customer score by describing a confidence quality of each name in a list of potential matches. (Office Action, p. 9-10). Templeton is cited as teaching that the host computer calculates a transaction score by accumulating the scoring totals associated with each date element. (Office Action, p.10). Harper is cited as teaching a total weighted matching score based on a weighted customer score and a weighted transaction score. (Office Action, p.10). Even assuming that Anglum, Templeton, and

Harper teach what is cited and that there is a motivation to combine, these teachings do not make up for the deficiencies in Randell and Rahn with respect to claim 1. As such, Anglum, Templeton, and Harper do not render obvious Applicants' claims 6, 9, 15, 21 and 24 either alone, or in any combination with Randell and Rahn.

IV. Rejection under 35 USC § 103, Randell in view of Rahn further in view of Kilpatrick

Claims 7 and 8 were rejected under 35 U.S.C. §103(a) as being unpatentable over Randell in view of Rahn and further in view of Kilpatrick et al. (US Patent 6,742,124) (hereinafter "Kilpatrick"). Claims 7 and 8 depend from independent claim 1, which is not rendered obvious by Randell and Rahn as discussed above.

Kilpatrick does not make up for the deficiencies in Randell and Rahn with respect to these claims. Kilpatrick is cited as teaching a total match score comprising scoring strings and numbers. (Office Action, p. 12). Even assuming that Kilpatrick teaches what is cited and that there is a motivation to combine, this teaching does not make up for the deficiencies in Randell and Rahn with respect to this claim. As such, Kilpatrick cannot render obvious Applicants' claims 7 and 8 either alone, or in any combination with Randell and Rahn.

V. Rejection under 35 USC § 103, Randell in view of Rahn, Anglum, Templeton, Harper and further in view of Hey, Shurling and Falcone

Claims 10 and 25 were rejected under 35 U.S.C. §103(a) as being unpatentable over Randell in view of Rahn, Anglum, Templeton et al. (US Patent No. 5,679,940) (hereinafter "Templeton"), Harper and further in view of Hey et al. (US Publication 2004/0208907 A1) (hereinafter "Hey"), Shurling et al. (US Patent 6,424,951) (hereinafter "Shurling") and Falcone et al. (US Publication 2002/0194096) (hereinafter "Falcone") et al. Claim 10 depends from claim 6, and claim 25 depends from claim 21, which are not rendered obvious by Randell, Rahn, Anglum, Templeton, Harper as discussed above in paragraph III.

Hey, Shurling, and Falcone do not make up for the deficiencies in Randell, Rahn, Anglum, Templeton, and Harper with respect to these claims. Hey is cited as teaching identity

scores. (Office Action, p.14). Shurling is cited as teaching relationship scoring and incentive rewards for scoring relationships that a customer has with a bank. (Office Action, p.14-15). Falcone is cited as teaching calculating a customer score. (Office Action, p.15). Even assuming that Hey, Shurling, and Falcone teach what is cited and that there is a motivation to combine, these teachings do not make up for the deficiencies in Randell, Rahn, Anglum, Templeton, and Harper with respect to these claims. As such, Hey, Shurling, and Falcone do not render obvious Applicants' claims 10 and 25 either alone, or in any combination with Randell, Rahn, Anglum, Templeton, and Harper.

VI. Rejection under 35 USC § 103, Randell in view of Rahn, Anglum, Templeton, Harper, Hey, Shurling, Falcone and further in view of Cuthbertson

Claims 11 and 26 were rejected under 35 U.S.C. §103(a) as being unpatentable over Randell in view of Rahn, Anglum, Templeton, Harper, Hey, Shurling, Falcone and further in view of Cuthbertson et al. (US Patent 5,724,597 A1). Claim 11 depends from claim 10, and claim 26 depends from claim 26, which are not rendered obvious by Randell, Rahn, Anglum, Templeton, Harper, Hey, Shurling, and Falcone as discussed above in paragraph V.

Cuthbertson does not make up for the deficiencies in Randell, Rahn, Anglum, Templeton, Harper, Hey, Shurling, and Falcone with respect to these claims. Cuthbertson is cited as teaching matching textual strings representing customer names and addresses. (Office Action, p.16). Even assuming that Cuthbertson teaches what is cited and that there is a motivation to combine, these teachings do not make up for the deficiencies in Randell, Rahn, Anglum, Templeton, Harper, Hey, Shurling, and Falcone with respect to these claims. As such, Cuthbertson does not render obvious Applicants' claims 11 and 26 either alone, or in any combination with Randell, Rahn, Anglum, Templeton, Harper, Hey, Shurling, and Falcone.

VII. Rejection under 35 USC § 103, Randell in view of Rahn, Anglum, Templeton, Harper and further in view of Kilpatrick

Claims 22 and 23 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Randell in view of Rahn, Anglum, Templeton, Harper and further in view of Kilpatrick et al. (US Patent 6,742,124) (hereinafter "Kilpatrick"). Claim 23 depends from claim 22 which depends from claim 21, which is not rendered obvious by Randell, Rahn, Anglum, Templeton, and Harper as discussed above in paragraph III

Kilpatrick does not make up for the deficiencies in Randell, Rahn, Anglum, Templeton, and Harper with respect to these claims. Kilpatrick is cited as teaching a total match score comprising scoring strings and numbers. (Office Action, p. 12). Even assuming that Kilpatrick teaches what is cited and that there is a motivation to combine, this teaching does not make up for the deficiencies in Randell, Rahn, Anglum, Templeton, and Harper with respect to this claim. As such, Kilpatrick cannot render obvious Applicants' claims 22 and 23 either alone, or in any combination with Randell, Rahn, Anglum, Templeton, and Harper.

VIII. Amendment to the Claims

Unless otherwise specified, amendments to the claims are made for purposes of clarity, and are not intended to alter the scope of the claims or limit any equivalents thereof. The amendments are supported by the specification and do not add new matter.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance and an action to that end is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 650-326-2400.

Respectfully submitted,

/Naya M. Chatterjee-Marathe/

Naya M. Chatterjee-Marathe
Reg. No. 54,680

TOWNSEND and TOWNSEND and CREW LLP
Two Embarcadero Center, Eighth Floor
San Francisco, California 94111-3834
Tel: 650-326-2400
Fax: 415-576-0300
Attachments
NMC:pas
61628853 v1